

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

WINDWARD BORA, LLC,

Plaintiff,

-against-

EZRA SHAMI; RACHEL SHAMI; RACHEL WEISS;
NEW YORK CITY DEPARTMENT OF
TRANSPORTATION PARKING VIOLATIONS
BUREAU; "JOHN DOE" and "JANE DOE," said
names being fictitious, it being the intention of Plaintiff
to designate any and all occupants, tenants, persons, or
corporations, if any, having or claiming an interest in or
lien upon the premises being foreclosed herein,

Defendants.

Docket Number: 1:20-cv-3668

AFFIDAVIT IN SUPPORT

STATE OF _____)

)

COUNTY OF _____)

John Ramer, being duly sworn, deposes and says:

1. I am an authorized signatory of Windward Bora, LLC, ("Windward Bora" or "Plaintiff"). I am fully familiar with all of the facts and circumstances herein. I have examined the records of the Plaintiff kept in the regular course of doing business.

2. In the regular performance of my job functions, I am familiar with the business records maintained by Plaintiff. These records (which include but are not limited to, data compilations, electronically imaged documents, and others) are made at or near the time of events or activities reflected in such records by, or from information provided by, persons with knowledge of the activities and the transactions reflected in such records, and are kept in the course of business activity conducted regularly by Plaintiff (the "Business Records"). I am also

familiar with Plaintiff's office practices and procedures. It is the regular practice of Plaintiff's business to create and maintain these records.

3. Furthermore, it is in Plaintiff's ordinary course of business to communicate with its predecessors-in-interest to obtain information, data and records regarding the Subject Loan and to rely on that information, data and records and to incorporate those records into the Business Records of Plaintiff.

4. In connection with making this Affidavit, I personally examined Plaintiff's Business Records associated with the property known as 2083 E 1st Street, Brooklyn, NY 11223 (the "Property"). As a result of this review, I know the facts set forth in this Affidavit based on my own personal knowledge and if called and sworn as a witness could competently testify thereto.

5. To the extent that the business records were created by prior servicers or holders of the loan, those records have been integrated into Plaintiff's business records, are verified in accordance with Plaintiff's policies and procedures, and are kept and relied upon as a regular business practice and in the ordinary course of business conducted by Plaintiff. I have personal knowledge that the records provided by the prior servicer were incorporated into Plaintiff's records and those records are routinely relied upon by Plaintiff in its ordinary course of business to service the loan.

6. On or about January 3, 2007 defendant EZRA SHAMI executed a home equity line of credit in the amount of \$350,000 from National City Bank by a certain note dated the same date (the "Note"). See **Exhibit B**, the endorsed Note attached to **Exhibit 1** of the Rafi Hasbani Declaration ("Hasbani Declaration").

7. In order to collaterally secure the aforesaid obligation, defendants EZRA SHAMI and RACHEL SHAMI, on the same day, duly executed, acknowledged and

delivered to Plaintiff's assignor a mortgage (the "Mortgage"). See **Exhibit C**, the mortgage, attached to **Exhibit 1** of the Hasbani Declaration. Said mortgage was recorded in the City Register of the County of Kings on January 25, 2007 as CRFN: 2007000048035. The Mortgage encumbers the Property. *Id.* Pursuant to the Mortgage, in any lawsuit for foreclosure and sale, lender has the right to collect all costs and disbursements and additional allowances allowed by the applicable law and will have the right to add all reasonable attorneys' fees to the amount borrower owes lender which fees shall become part of the Sums Secured. *See id.*

8. The Mortgage was assigned to US Mortgage Resolution LLC by the assignment of mortgage dated April 2, 2015. See **Exhibit C**, the assignments mortgage, attached to **Exhibit 1** of the Hasbani Declaration. Said assignment of mortgage was recorded in the City Register of the County of Kings on October 23, 2017 as CRFN: 2017000388397.

9. The Mortgage was subsequently assigned to RCS Recovery Services, LLC by the assignment of mortgage dated August 18, 2015. *Id.* Said assignment of mortgage was recorded in the City Register of the County of Kings on October 23, 2017 as CRFN: 2017000388398.

10. The Mortgage was subsequently assigned to 20 Cap Fund I LLC by the assignment of mortgage dated September 22, 2015. *Id.* Said assignment of mortgage was recorded in the City Register of the County of Kings on October 23, 2017 as CRFN: 2017000388399.

11. The Mortgage was subsequently assigned to Miss Jones LLC by the assignment of mortgage dated July 25, 2017. *Id.* Said assignment of mortgage was recorded in the City Register of the County of Kings on October 23, 2017 as CRFN: 2017000388400.

12. The Mortgage was subsequently assigned to Plaintiff by the assignment of mortgage dated November 7, 2019. *Id.* Said assignment of mortgage was recorded in the City Register of the County of Kings on December 3, 2019 as CRFN: 2019000394328.

13. Windward Bora is the owner and holder of the Mortgage and Note, described in the Complaint. See **Exhibit B**, the endorsed Note **and Exhibit D**, the assignments of mortgage, attached to **Exhibit 1** of the Hasbani Declaration.

14. I have examined the attached Statement of Amount Due and Owing, as of May 1, 2023, a copy of which is annexed hereto and which is hereby incorporated herein with the same force and effect as if set forth herein at length. Said Statement of Amount Due and Owing was prepared from my records and correctly sets forth the amounts due and owing on the Note and Mortgage mentioned in the Complaint herein for principal and interest. No payments have been made on account of any of the items shown on said Statement of Amounts Due and Owing.

15. This loan is due for the payment due on August 1, 2014. Said due date was advanced to comply with the applicable statute of limitations. The original Mortgage amount was \$350,000.00. The interest rate as set forth in the Note at inception was 9%. The interest rate is adjustable.

16. As of May 1, 2023, the outstanding principal balance is \$314,900.48.

17. As of May 1, 2023, the past due interest owed on the Loan is \$137,768.97. The loan is currently accruing interest at 5%. The daily per diem of interest is \$43.74.

18. Plaintiff has advanced the amount of \$8,500.00 on attorneys fees, costs and disbursements.

19. The total amount due to Plaintiff is \$461,169.45.

20. The mortgaged premises consist of one (1) parcel of land and one (1) tax lot located in the County of Kings, State of New York.

21. I respectfully request that the Court allow the premises be sold as one (1) parcel.

22. I am making this Affidavit knowing full well that the United States District Court, Eastern District of New York is relying upon the truth of the statements contained herein.

Windward Bora, LLC

By: John W Ramer
John Ramer
Authorized Signatory
Windward Bora, LLC

STATE OF Texas)
)
COUNTY OF Dallas)

On this 12th day of May in the year 2023 before me, the undersigned, personally appeared John Ramer, personally known to me or proved to me on the 'basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Dallas, State of Texas.

See attached certificate

Notary Public

Case Name: Windward Bora, LLC, v. Ezra Shami, et al. Civil No.: 1:20-cv-3660

STATEMENT OF AMOUNT DUE AND OWING

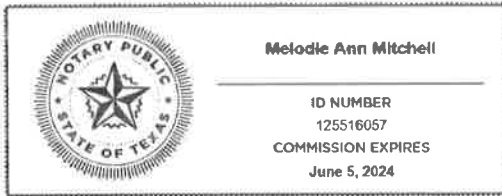
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TOTAL PRINCIPAL, INTEREST AND FEES

Outstanding Principal Balance	\$ 314,900.48
Interest	\$ 137,768.97
Fees, Costs and Disbursements	\$8,500.00
Total Amount Due and Owing	\$ 461,169.45

ALL-PURPOSE ACKNOWLEDGMENTState/Commonwealth of TEXAS)☐ City ☒ County of Dallas)On 05/12/2023 before me, Melodie Ann Mitchell
Date Notary Namepersonally appeared John W Ramer
Name(s) of Signer(s)☐ personally known to me -- OR --☐ proved to me on the basis of the oath of _____ -- OR --
Name of Credible Witness☒ proved to me on the basis of satisfactory evidence: driver license
Type of ID Presented

to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and by proper authority, and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) or entity upon behalf of which the individual(s) acted, executed the instrument for the purposes and consideration therein stated.



WITNESS my hand and official seal.

Notary Public Signature: Melodie Ann MitchellNotary Name: Melodie Ann MitchellNotary Commission Number: 125516057Notary Commission Expires: 06/05/2024

Notarized online using audio-video communication

DESCRIPTION OF ATTACHED DOCUMENTTitle or Type of Document: Affidavit in SupportDocument Date: 05/12/2023 Number of Pages (w/ certificate): 8Signer(s) Other Than Named Above: N/A**Capacity(ies) Claimed by Signer(s)**Signer's Name: John W Ramer**Capacity(ies) Claimed by Signer(s)**Signer's Name: N/A☐ Corporate Officer Title: _____☐ Partner – ☐ Limited ☐ General☒ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: _____

Signer Is Representing: _____

☐ Corporate Officer Title: _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: _____

Signer Is Representing: _____